

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
AUG 15 2000

DIRECTV, INC.

Plaintiff,

V.

DANIEL CURTH, and GASLIGHT
CORNER, INC. d/b/a THE UNION,

Defendants

00C 4968

CIVIL ACTION NO.

JUDGE KENNELLY

MAGISTRATE JUDGE SCHENKIER

FILED-ED4
08 AUG 14 PM 4:01
U.S. DISTRICT COURT

PLAINTIFF'S ORIGINAL COMPLAINT

1. Plaintiff, DIRECTV, INC., by their attorney, complaining of the Defendants herein respectfully sets forth and alleges, upon information and belief, as follows:

I. JURISDICTION

2. This lawsuit is brought pursuant to the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521, et seq. (the "Act") as an action for declaratory and injunctive relief and damages for the improper receipt, transmission, and exhibition of satellite programming signals in violation of the Act. This Court has jurisdiction of the subject matter to this action under 28 U.S.C. §1331, pursuant to which the United States District Courts have original jurisdiction of all civil actions arising under the Constitution, laws or treaties of the United States. Moreover, this Court has supplemental jurisdiction over DIRECTV, INC.'s state law claims pursuant to 28 U.S.C. § 1367.

3. This Court has personal jurisdiction over the parties in this action. Each defendant to this action has agents who have or have themselves independently transacted

business in the State of Illinois, and certain activities of the defendants giving rise to this action took place in the State of Illinois; more particularly, defendants' acts of violating federal laws and DIRECTV, INC.'s proprietary rights as distributor of the satellite programming transmission signals took place within the Northern District of Illinois. Moreover, upon information and belief, each of the defendants resides within the State of Illinois; thus, this Court has personal jurisdiction over the defendants.

II. VENUE

4. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 (b) and (c) as at least one, if not all, of the Defendants reside in Cook County, Illinois, which is within the Northern District of Illinois, (28 U.S.C. §112(b)), and (2) all Defendants reside within the State of Illinois.

III. PARTIES

5. Plaintiff, DIRECTV, INC. ("DIRECTV") is at all times relevant hereto a corporation incorporated under the laws of the State of California. DIRECTV is a major distributor of satellite programming doing business throughout the United States. Through its operations, DIRECTV provides interstate direct broadcast satellite signals to satellite dish owners who pay for the signal via a subscription fee and obtain a programming license from DIRECTV in return for a subscription. The obvious result of a user subscription is that users can then watch programs on their televisions and/or listen to certain high quality audio programs communicated electronically by DIRECTV via satellite (the "Satellite Programming"). DIRECTV holds proprietary rights to the Satellite Programming it transmits

and DIRECTV is the owner of and/or a lawfully designated distribution agent for such Satellite Programming.

6. On information and belief, Defendant, DANIEL CURTH, is an individual who was and still is an officer, director, shareholder and/or principal of GASLIGHT CORNER, INC., d/b/a THE UNION and may be served with process as follows: Daniel Curth, 433 W. Webster, Chicago, IL., 60614.

7. On information and belief, Defendant, GASLIGHT CORNER, INC. d/b/a THE UNION is located at 2858 N. Halsted Rd., Chicago, Illinois, 60657, and may be served with process to its registered agent, Daniel Curth, 111 E. Wacker Dr. 2700, Chicago, IL., 60601. DANIEL CURTH and GASLIGHT CORNER, INC. are hereinafter collectively referred to as "THE UNION". By way of allegation, THE UNION is a commercial establishment primarily known as a sports bar and lounge which attracts customers by displaying sporting events on television.

8. Defendants, THE UNION, are sometimes hereinafter referred to as "DEFENDANTS."

IV. FACTS

9. DIRECTV incorporates and realleges by reference allegations within paragraphs 1 through 13 of this complaint as if fully set forth herein.

10. By way of further allegation, DIRECTV alleges that to prevent unauthorized entities and persons from viewing the Satellite Programming, DIRECTV encrypts the satellite transmissions. Upon payment of this appropriate subscription or license fees, DIRECTV

authorizes and enables the licensee to unscramble and receive the Satellite Programming.

11. DEFENDANTS, without entitlement, without prior permission or authorization from DIRECTV, and without having paid DIRECTV for the right to receive, broadcast, use or display DIRECTV's Satellite Programming in their respective commercial establishments have received, assisted in receiving, transmitted, assisted in transmitting, divulged, published and displayed the content and substance of DIRECTV's Satellite Programming at such DEFENDANTS' places of business. Without authorization, DEFENDANTS displayed and/or published such Satellite Programming to their customers and others. DEFENDANTS' conduct violates several federal statutes, (including 18 U.S.C. §§2511 and 2512 and 47 U.S.C. §605) and laws of the State of Illinois. Moreover, DEFENDANTS' acts were unauthorized, willful, and for purposes of direct or indirect commercial advantage or private financial gain.

12. DIRECTV has repeatedly notified DEFENDANTS that their use of DIRECTV's Satellite Programming is unauthorized, unlawful, and in violation of federal law. Further, DIRECTV requested and demanded that DEFENDANTS immediately cease their wrongful activities. Upon information and belief, however, DEFENDANTS have refused to pay to obtain authority to show and/or continue to wrongfully receive and use DIRECTV's Satellite Programming.

13. On information and belief, DIRECTV alleges that DEFENDANTS received the Satellite Programming by means including but not limited to: (a) maintaining satellite antenna dishes capable of receiving satellite programming on television monitors and further maintaining electronic devices which enable them to unscramble, receive, and exhibit

encrypted Satellite Programming transmissions without authorization; (b) ordering Satellite Programming for residential use and subsequently displaying the programming in the commercial establishment without authorization; and/or (c) by such other means to effectuate the unauthorized reception of the Satellite Programming which are unknown to DIRECTV and known only to DEFENDANTS.

14. DIRECTV has been damaged by DEFENDANTS in that (a) DIRECTV has been denied subscription fees for Satellite Programming; (b) DIRECTV's sales have been reduced through DEFENDANTS' unfair competition with DIRECTV's authorized customers; and (c) DIRECTV's proprietary rights in the Satellite Programming have been impaired. In addition, DEFENDANTS have profited and gained commercial advantage from the unauthorized and willful use of DIRECTV's Satellite Programming.

15. DIRECTV has been required to retain attorneys to prevent DEFENDANTS' wrongful acts and to prosecute this action. Due to DEFENDANTS' statutory violations, DIRECTV is entitled to recover the reasonable attorneys' fees and expenses incurred in prosecution of this action under federal law.

V. CAUSES OF ACTION

Count 1 - Damages for Violations of Cable Communications Policy Act (47 U.S.C. §605(e)(3)(C))

16. DIRECTV incorporates by reference paragraphs 1 through 20 of this complaint as if fully set forth herein.

17. DIRECTV alleges on information and belief, that DEFENDANTS effected unauthorized interception and receipt of Satellite Programming through use of illegal satellite

decoding devices, or by manipulation of the satellite system authorized to carry the Satellite Programming where DEFENDANTS are located, or by ordering programming for residential use and subsequently displaying the programming in a commercial establishment without authorization, or by such other means which are unknown to DIRECTV and known only to DEFENDANTS.

18. Each of DEFENDANTS' acts violates federal law. DEFENDANTS, illegally and without authorization, intercepted, received and exhibited, or otherwise assisted in the unauthorized interception, reception or exhibition of Satellite Programming transmitted by DIRECTV. Moreover, DEFENDANTS divulged or published the existence contents, substance, purport, effect or meaning of such satellite communications. Further, DEFENDANTS used such communications for their own benefit or for the benefit of others who were not entitled to such communications. Each of these acts is a practice prohibited by 47 U.S.C §605(a).

19. DIRECTV is a person aggrieved by the DEFENDANTS' violations of 47 U.S.C. § 605 and is authorized to institute this action against the DEFENDANTS pursuant to 47 U.S.C. § 605 (e)(3)(A).

20. DEFENDANTS' violations of 47 U.S.C. § 605 have injured and will continue to injure DIRECTV's ability to maximize the revenues which it seeks to derive from the Satellite Programming, as DIRECTV has been deprived of the benefit of subscribers to the Satellite Programming. As a further result of such violations, DIRECTV's goodwill and reputation have been injured while DEFENDANTS have gained and will continue to gain

unjust profits and undeserved goodwill. DIRECTV is entitled to costs, reasonable attorney's fees actual damages suffered, and profits obtained by DEFENDANTS attributable their illegal conduct.

21. Alternatively, DIRECTV is entitled to statutory damages in an amount not less than \$1,000 nor more than \$10,000 for each violation of 47 U.S.C. §605(a).

22. DIRECTV will further show that DEFENDANTS' conduct in violation of 47 U.S.C. §605(a) was committed willfully and for purposes of direct or indirect commercial advantage or private financial gain.

23. Due to DEFENDANTS' willful conduct, DIRECTV is entitled to statutory damages in an amount not less than \$10,000 and up to \$100,000 for each willful violation of 47 U.S.C. §605(a).

Count 2 – Damages for Violations of 18 U.S.C. §2511

24. DIRECTV realleges the allegations contained in paragraphs 1 through 32 of this Complaint and incorporates such allegations as if fully set forth herein.

25. For further cause of action, DIRECTV alleges that DEFENDANTS intentionally intercepted, endeavored to intercept, or procured other persons to intercept electronic communications from DIRECTV. DEFENDANTS further disclosed or endeavored to disclose to others the contents of electronic communications, knowing or having a reason to know that the information was obtained through the interception of electronic communications in violation of 18 U.S.C. §2511. DEFENDANTS further intentionally used or endeavored to use the contents of electronic communications, knowing or having reason to know that the

information was obtained through the interception of electronic communications in violation of 18 U.S.C §2511.

26. DIRECTV is a person whose electronic communications are being intercepted, disclosed and/or intentionally used in violation of 18 U.S.C §2511.

27. Due to DEFENDANTS' wrongful conduct, DIRECTV is entitled, under 18 U.S.C. §2520, to the greater of the sum of (1) actual damages suffered by DIRECTV and the profits made by the DEFENDANTS as a result of their conduct, or (2) statutory damages in an amount the greater of \$10,000 or \$100 per day for each day DEFENDANTS acted in violation of 18 U.S.C. §2511.

Count 3 - Damages for Violation of 18 U.S.C. §2512

28. DIRECTV realleges and incorporates by reference the allegations contained in paragraphs 1 through 36 of this Complaint as if fully set forth herein.

29. By way of its fourth cause of action, DIRECTV alleges that DEFENDANTS manufactured, assembled, possessed, or sold an electronic, mechanical or other device, knowing or having a reasonable to know that the design of such device renders it primarily useful for the purpose of the surreptitious interception of wire or electrical communications, and that such device or any component thereof has been or will be sent through the mail or transported in interstate or foreign commerce.

30. DIRECTV is a person whose electronic communications are being intercepted, disclosed and/or intentionally used in violation of 18 U.S.C §2512.

31. Due to DEFENDANTS' wrongful conduct, DIRECTV is entitled, under 18

U.S.C. §2520, to the greater of the sum of (1) actual damages suffered by DIRECTV and the profits made by the DEFENDANTS as a result of their conduct, or (2) statutory damages in an amount the greater of \$10,000 or \$100 per day for each day DEFENDANTS acted in violation of 18 U.S.C. §2512.

Count 4 - Damages for Willful Manufacturing of Device or Equipment
(47 U.S.C. § 605(e)(4))

32. DIRECTV realleges and incorporates by reference the allegations contained in paragraphs 1 through 40 of this Complaint as if fully set forth herein.

33. Upon information and belief, DEFENDANTS and/or their agents, servants, workmen or employees, and each of them knowingly, manufactured, assembled, modified, imported, exported, sold or distributed an electronic, mechanical or other devise of equipment, knowing or having reason to know that the devise or equipment is used primarily in the assistance of the unauthorized decryption of Satellite Programming, or direct-to-home satellite services, or is intended for any other prohibited activity.

34. Such conduct by DEFENDANTS violates 47 U.S.C § 605(e)(4) for which DIRECTV is entitled to statutory damages in a sum not less than \$10,000 or more than \$100,000, as the Court considers just for each violation. 47 U.S.C. §605(e)(3)(C)(II).

35. DIRECTV is a person aggrieved by the DEFENDANTS' violations of 47 U.S.C. § 605 and is authorized to institute this action against the DEFENDANTS pursuant to 47 U.S.C. § 605 (e)(3)(A).

Count 5 - Civil Conversion

36. DIRECTV hereby incorporates by reference paragraphs 1 through 44 of this

Complaint as if fully set forth herein.

37. By virtue of the conduct set forth above, DEFENDANTS have unlawfully converted DIRECTV's property for their own commercial use and benefit.

38. Such conversion was done intentionally and wrongfully by DEFENDANTS to deprive DIRECTV of its proprietary interests and for DEFENDANTS' direct commercial benefit and advantage.

39. Due to DEFENDANTS' wrongful conversion of DIRECTV Satellite Programming, DIRECTV suffered damages.

VI. REQUEST FOR INJUNCTIVE RELIEF

40. DIRECTV realleges and incorporates the allegations contained in paragraphs 1 through 48 as if fully set forth herein.

41. DIRECTV further alleges that unless restrained by this Court, the DEFENDANTS will continue to receive, intercept, transmit, and exhibit the Satellite Programming, illegally and without authorization, in violation of 47 U.S.C. § 605. The DEFENDANTS intercepted and publicly exhibited the Satellite Programming without authorization on at least one occasion and DIRECTV cannot practicably detect or determine each occasion on which DEFENDANTS have intercepted and publicly exhibited the Satellite Programming.

42. The violations of 47 U.S.C. § 605 set forth above have caused and will continue to cause DIRECTV irreparable harm.

43. DIRECTV cannot practicably determine the loss of subscribers and lost

revenues resulting from the DEFENDANTS' unlawful conduct. In addition to diminishing DIRECTV's revenues, the DEFENDANTS' unlawful conduct injures DIRECTV's reputation and goodwill as well as its ability to attract and finance the future acquisition, production, and distribution of quality programming, thereby impairing DIRECTV's ability to enhance its future growth and profitability.

44. DIRECTV has no adequate remedy at law to redress the violations set forth above.

VII. PRAYER

WHEREFORE, Plaintiff, DIRECTV, INC., prays that this Court enter judgment in its favor and against DEFENDANTS and:

- a. Declare that DEFENDANTS' unauthorized interception, reception, and public commercial exhibition of DIRECTV's electronic communications, or its assistance in the performance of such unauthorized actions, was in violation of 18 U.S.C. §§ 2511 & 2512, and 47 U.S.C. § 605, and that such violations were committed wilfully and for purposes of direct or indirect commercial advantage and private financial gain;
- b. In accordance with 18 U.S.C. §2520(b)(1) and 47 U.S.C. § 605(e)(3)(B)(i) enjoin DEFENDANTS, its owners, officers, agents, servants, employees and attorneys, and all persons in active concert or participation with any of them from (i) interfering with DIRECTV's proprietary rights, (ii) intercepting, receiving, divulging, or displaying DIRECTV's Satellite Programming without prior written consent of DIRECTV; and (iii) further violations;
- c. Award DIRECTV statutory damages in the amount of the greater of \$10,000 or \$100 per day for each day DEFENDANTS violated 18 U.S.C. §2511 and/or § 2512, or alternatively, DIRECTV requests judgment for actual damages, plus damages equal to any profits attributable to the DEFENDANTS' violations

of 18 U.S.C. §§2511 or 2512;

- d. Award DIRECTV statutory damages in the amount of \$10,000.00 for each violation of 47 U.S.C. § 605, plus an additional \$100,000.00 for each violation pursuant to 47 U.S.C. § 605(e)(3)(C)(ii); alternatively, DIRECTV requests judgment for actual damages, plus damages equal to any profits attributable to the DEFENDANTS' violations of 47 U.S.C. § 605;
- e. That the Court award punitive damages;
- f. That this Court award DIRECTV its costs, including reasonable attorney's fees, prejudgment interest and post-judgment interest, and such other relief to which DIRECTV may be entitled.

Respectfully submitted,

QUERREY & HARROW, LTD.

By:

A handwritten signature in black ink, appearing to read "Paul A. Rettberg", written over a horizontal line. The signature is stylized with a large, sweeping loop at the end.

Paul A. Rettberg
Querrey & Harrow, Ltd.
175 W. Jackson, Suite 1600
Chicago, IL 60601-6791
312/540-7000

Document #: 586995

JS 44
(Rev. 11/95)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
IRECTV, INC.

DEFENDANTS

Daniel Curth, and Gaslight Corner, INC.
d/b/a The Union(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT: COOK
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN U.S. PLAINTIFF CASES, USE THE LOCATION OF THE
JUDGE KENNELLY(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Paul A. Rettberg
Jerrey & Harrow, Ltd.

ATTORNEYS (IF KNOWN)

MAGISTRATE JUDGE SCHENKIER

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- Citizen of This State PTF ☐ DEF ☐
Incorporated or Principal Place of Business in This State PTF ☐ DEF ☐
Citizen of Another State PTF ☐ DEF ☐
Incorporated and Principal Place of Business in Another State PTF ☐ DEF ☐
Citizen or Subject of a Foreign Country PTF ☐ DEF ☐

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 882 Economic Stabilization Act <input type="checkbox"/> 883 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 990 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus, General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWN (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

tion for declaratory and injunctive relief for improper receipt, transmission and hibition of satellite broadcast signals in violation of the Cable Communications licy Act of 1984, 47 U.S.C., Section 605 et. seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION DEMAND \$ CHECK YES only if demanded in complaint:
☐ UNDER F.R.C.P. 23 in junction and \$110,000 damage JURY DEMAND: ☐ YES ☐ NO

VIII. RELATED CASE(S) (See instructions):
IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

FILED-ED4
 00 AUG 14 PM 4:01
 U.S. DISTRICT COURT
 NORTHERN DISTRICT OF ILLINOIS

In the Matter of

DIRECTV v. DANIEL CURTH, et al.

Case Number:

00C

4968


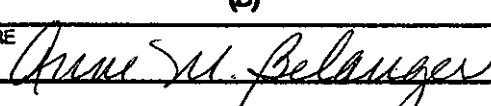
APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY (OR COUNSEL)

JUDGE KENNELLY

MAGISTRATE JUDGE SCHENKIER

BOOKETED

AUG 15 2000

(A)		(B)	
SIGNATURE 		SIGNATURE 	
NAME Paul A. Rettberg		NAME Anne M. Belanger	
FIRM Querrey & Harrow, Ltd.		FIRM Querrey & Harrow, Ltd.	
STREET ADDRESS 175 W. Jackson, Suite 1600		STREET ADDRESS 175 W. Jackson, Suite 1600	
CITY/STATE/ZIP Chicago, IL 60604		CITY/STATE/ZIP Chicago, IL 60604	
TELEPHONE NUMBER (312) 540-7040		TELEPHONE NUMBER (312) 540-7622	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 2318938		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6215746	
MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input type="checkbox"/>	
		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	
(C)		(D)	
SIGNATURE		SIGNATURE	
NAME		NAME	
FIRM		FIRM	
STREET ADDRESS		STREET ADDRESS	
CITY/STATE/ZIP		CITY/STATE/ZIP	
TELEPHONE NUMBER		TELEPHONE NUMBER	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)	
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>	
TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input type="checkbox"/>		TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input type="checkbox"/>	
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	

PLEASE COMPLETE IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE.

1-3